

Operations

CAP EMERGENCY SERVICES MISSION PROCEDURES

CAP Regulation 55-1, 15 October 1998, is changed as follows:

Page-Insert Change.

Remove

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Note: Shaded areas identify new or revised material.

OPR: DOS

Distribution: In accordance with CAPR 5-4; additional copies are purchase item only.

(2) In a natural disaster which has not been deemed “imminently serious” nor “Presidential Declared,” and for which the Air Force is not able to grant Air Force assigned reimbursed mission authorization, the (*Wing*) may nevertheless perform disaster relief operations when requested by the (*State Agency*) as an Air Force assigned non-reimbursed mission.

(3) Both the (*Wing*) and (*State Agency*) agree to maintain continual and effective liaison with the Air Force Emergency Preparedness Liaison Officer (EPLO) assigned to (*The State's*) Adjutant General's Office and with the CAP liaison officer assigned to the (*Wing*) in order to ensure the training necessary for effective CAP participation in disaster relief missions is made available to, and is fully utilized by, both the (*Wing*) and the (*State Agency*).

c. Other Authorized (*Wing*) Missions (Non-Air Force Reimbursed).

(1) **Environmental Protection Operations.** The (*Wing*) may assist (*The State*) through the (*State Agency*) and appropriate federal agencies, to respond to environmental disasters. In addition, at the request of the (*State Agency*) or federal agencies, the (*Wing*) may conduct environmental surveys of rivers, forests and/or wildlife.

(2) **State and Regional Disaster Airlift (SARDA) Operations.** The (*Wing*) may conduct appropriate training and may engage in SARDA missions in support of governing FAA programs.

(3) **Organ and Tissue Transportation Operations.** At the request of the (*State Agency*), the (*Wing*) may fly missions to transport human organs and/or tissue, including organs, bone marrow, blood, and serum, as humanitarian missions. Such missions shall only be conducted by CAP in situations where alternative commercial means of transportation are not capable of satisfying the underlying requirement necessitating the organ/tissue transportation request.

(4) **Aerial Reconnaissance.** At the request of the (*State Agency*), the (*Wing*) may conduct aerial reconnaissance of ground conditions and surface traffic. CAP members may not however, engage in surveillance or other law enforcement activities.

(5) **Transportation of Emergency Equipment and Supplies.** At the request of the (*State Agency*), the (*Wing*) may provide light air and ground transport of medical supplies, personnel, shelters, etc., in response to a state emergency.

(6) **Aerial Radiological Monitoring.** At the request of the (*State Agency*), the (*Wing*) may conduct aerial sampling of radiation levels surrounding nuclear power plants/reactors.

[NOTE: DO NOT INCORPORATE THIS PROVISION INTO THE MOU UNLESS THE WING IS ADEQUATELY MANNED, EQUIPPED, AND TRAINED TO SAFELY PERFORM AERIAL RADIOLOGICAL MONITORING.]

(7) **Transportation of (*State Agency*) Officials and Other Non-CAP Members.** The (*Wing*) may carry (*State Agency*) officials as passengers on CAP aircraft as authorized by CAPR 60-1. Pre-approval to carry any other non-CAP passenger aboard a CAP flight must be obtained from HQ CAP-USAF/XO and HQ CAP/DO.

[NOTE: DO NOT INCORPORATE ANY PROVISION IN THE MOU WHICH PURPORTS TO AUTHORIZE CAP TO PERFORM "SUCH OTHER MISSIONS AS AGREED UPON."]

5. Command and Control. Immediate command and control over all CAP resources and personnel employed in accordance with this MOU, shall rest with CAP at all times. Any party to this MOU may suspend or terminate CAP missions conducted pursuant to it, at any time and for any reason, to include but not limited to, unsafe operating conditions. All CAP operations conducted pursuant to this MOU shall be conducted in strict accordance with applicable CAP directives.

6. Reimbursement. If the Air Force authorizes a reimbursed mission, the (*Wing*) shall not seek any additional reimbursement from the (*State Agency*); dual compensation may not be requested for reimbursement of expenses. The (*Wing*) may elect, as appropriate, to request reimbursement for an expense from either the Air Force or the (*State Agency*), but under no circumstances, will seek reimbursement for the same expense from both.

[NOTE: FOR AIR FORCE NON-REIMBURSED MISSIONS, INCLUDE LANGUAGE IN THE MOU WHICH SETS FORTH THE AGREEMENT IF ANY, REGARDING STATE REIMBURSEMENT TO CAP.]

7. Air Force Assigned Missions. Approval of this MOU by the CAP-USAF commander serves to confer Air Force assigned (reimbursed or non-reimbursed) mission status upon missions listed in paragraph 4 above. Air Force assigned mission status serves to confer Federal Tort Claims Act (FTCA) and Federal Employees Compensation Act (FECA) coverage on eligible CAP members. FTCA and FECA coverage applies to both Air Force assigned reimbursable missions and Air Force assigned non-reimbursable missions.

8. Corporate Missions. Any CAP mission not approved by HQ CAP-USAF either directly, or through this MOU, is considered a "Corporate Mission." All such corporate missions authorized by this MOU shall be listed and described separately at Attachment _____ to this MOU. CAP corporate missions are not covered by either the FTCA nor the FECA. CAP's aviation and general liability insurance policies cover CAP corporate missions.

[NOTE: IF THE STATE WILL PROVIDE ANY LIABILITY OR WORKER'S COMPENSATION COVERAGE FOR CAP ACTIVITIES CONDUCTED PURSUANT TO THIS MOU, DESCRIBE SUCH COVERAGE HERE.]

9. Effective Date. This Memorandum of Understanding is not effective unless approved by HQ CAP and HQ CAP-USAF. It must be signed by an authorized representative of (*The State*), and shall remain in effect for a period of 3 years from its effective date. It may be extended for additional 3-year periods with the approval of the (*Wing*) and the (*State Agency*). Any signatory may terminate this agreement by delivering a 60-day written notice of termination, signed by its designated representative, to the designated representatives of each of the other signatories.

(*WING*)

(*STATE AGENCY*)

By: _____
(*Name*)
Commander, (*Wing*)

By: _____
(*Name*)
(*Position Title*)

Date: _____

Date: _____

CAP NATIONAL HEADQUARTERS

CAP-USAF

By: _____
(*Name*)
Executive Director, CAP

By: _____
(*Name*)
Commander, CAP-USAF

Date: _____

Date: _____